

## **DRAFT**

### **INTERAGENCY AGREEMENT AND MOA/U CHECKLIST**

#### **All Agreements**

1. Does the agreement cite applicable administrative/programmatic legal authority(ies) for the action?
2. Does the agreement relate the objectives to the legal authority and to other agency policies and goals, as appropriate?
3. Does the agreement provide a comprehensive description of what is being agreed to?
4. Does the agreement state the duration of the arrangement?
5. Does the agreement state that NOS's commitments and obligations under the agreement are subject to the availability of funds?
6. Does the signature block reflect the appropriate official per the delegations of authority?
7. If the action is a modification to an agreement previously reviewed by the Office of General Counsel, is a copy of the OGC clearance attached with the name of the attorney who reviewed the matter provided, if available?

#### **Reimbursable Transfers of Funds**

1. Does the agreement include a provision requiring advance funding ( if the legal authority requires it)?
2. If not required by legal authority and the agreement is with another Federal agency, does the transmittal memorandum explain why advance funding cannot be obtained?
3. If the agreement is with a non-Federal sponsor that will not make advance payments, has a waiver been obtained in accordance with the NOAA Budget Handbook?
4. Does the agreement indicate whether the funding is one or no year?
5. Does the agreement include a budget breakout of total costs including direct labor and the appropriate overhead rate?

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6. If total costs are to be recovered, does the transmittal memorandum contain a statement that full cost recovery will be achieved in compliance with the NOAA-wide Standardized Labor Distribution Worksheet Procedures issued June 26, 1996?
7. If total costs are not to be recovered, has a waiver been prepared and approved in accordance with the NOAA Budget Handbook for distributed costs and provided with the transmittal memorandum?
8. If the agreement is for a longer period than the current fiscal year, does agreement include estimated funding levels for each of the subsequent years and have a provision that says funding is currently available for this fiscal year, however, performance beyond current fiscal year is dependent on availability of funds?
9. Does the transmittal memorandum or other supporting documentation advise that (1) the requesting agency cannot perform the project (or service) economically; (2) the services covered by the agreement are not in competition with private enterprise; (3) the end results will serve the public interest and are consistent with NOS programs; (4) undertaking the project will not result in diversion of resources to the detriment of NOS basic programs; (5) the results of the service will not result in controversy that will have an adverse effect on the Department's reputation; and (6) no exclusive proprietary interest will accrue to the other party?
10. If the agreement is an Economy Act transaction, does the agreement state that: (a) funds are available; (b) the order is in the best interest of the Government; (c) the agency to fill the order or provide the services is able to do so; and (d) the goods or services cannot be provided as conveniently or cheaply by a commercial enterprise? A copy of the Determination and Finding from the sponsor will satisfy this requirement.
11. Is the transfer of funds for the award of a new (or modification of an existing) contract, cooperative agreement or grant? If the action is a modification, does the agreement reference the contract, cooperative agreement or grant number?

### **Joint Project Agreements**

1. Does the agreement explain that the project is of mutual interest to both parties and cannot be done as effectively without the participation of the partner and NOS?
2. Does the agreement explain that the cost for the project is apportioned equitably?

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3. Does the transmittal memorandum explain that the project is essential to the furtherance of NOS's programs?
4. Does the agreement identify the partner as a nonprofit organization, research organization, or public organization or agency?
5. Does the agreement include budgets for each of the participants?
6. If the cost is not apportioned equitably, has a waiver been obtained from the Under Secretary for Oceans and Atmosphere or designee?

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